

Purchasing Office - Bureau des achats:

Information Products/Produits d'information

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III, 6A2

Gatineau

Call-Up Amendment

Modification à la commande

subséquente

The referenced document is hereby amended: unless otherwise indicated, all other terms and conditions of the contract remain the same.

Ce document est par la présente modifié: sauf indication contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this amendment.

Le fournisseur/entrepreneur accepte la présente modification/en accusé de réception.

Signature

Date

Name, title of person authorized to sign (type or print)

Nom et titre du signataire autorisé (taper ou imprimer)

Return signed copy forthwith.

Prrière de retourner une copie dûment signée immédiatement.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

844182964PG0001

GREENLINE SYSTEMS CANADA ULC

151 Slater St


Suite 807

Ottawa

Ontario

K1R7S8

Canada

Title - Sujet MDA ENTERPRISE SOFTWARE MAINTENANCE	
Call-Up No. - N° de la commande subséquente 47419-186162/001/PI	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client 47419-186162	Date 2018-11-08
Requisition Reference No. - N° de la demande 47419-186162	
File No. - N° de dossier pi013.47419-186162	
CCC No./N° CCC - FMS No./N° VME	
Standing Offer No. - N° d'offre à commandes E60PI-140002/001/PI	
Financial Codes Code(s) Financier(s)	
GST/HST TPS/TVH	
F.O.B - F.A.B Destination	
GST/HST - TPS/TVH See Herein - Voir ci-inclus	Duty - Droits See Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TECHNOLOGY/TECHNOLOGIE NC REGION OTTAWA ON K1A 0L5	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: VENDORS-FOURNISSEURS@CBSA-ASFC.GC.CA NATIONAL INVOICE RECEPTION UNIT/ UNITE NATIONALE DE RECEPTION DE FAC 105 RUE MCGILL, #260-01 MONTREAL QC H2Y 2E7	
Address Enquiries to: - Adresser toutes questions à: Mitchell, Melanie	Buyer Id - Id de l'acheteur pi013
Telephone No. - N° de téléphone (613) 462-1672 ()	FAX No. - N° de FAX () -
Increase (Decrease) - Augmentation (Diminution) \$597,126.51	
Revised estimated cost Coût révisé estimatif \$1,707,429.78	Currency Type - Devise CAD
For the Minister - Pour le Ministre	
<div> <div>  </div> <div> Digitally signed by Mitchell, Melanie Date: 2018.11.08 16:23:35 -05'00' </div> </div>	

Contract No. - N° du contrat
 47419-186162
 Client Ref. No. - N° de réf. du client
 47419-186162

Amd. No. - N° de la modif.
 002
 File No. - N° du dossier
 pi013.47419-186162

Buyer ID - Id de l'acheteur
 pi013
 CCC No./N° CCC - FMS No./N° VME

Amendment 002 is raised to : exercise the option to extend the period of this Contract in accordance with Sub-Articles 4.a (ii) and 4.c (i) of this Contract.

DELETE Sub-Article 4.a (ii) – Term of Contract, in its entirety.

REPLACE WITH:

(i) The **Period of Contract for Option Year Two** begins on March 5, 2019 and ends on March 4, 2020 included;

DELETE 4. b, Delivery date in its entirety.

REPLACE WITH:

All the deliverables must be received on or before March 5, 2019.

DELETE 4. c, (i) Option to Extend the contract it its entirety.

INVOKE 5. PAYMENT, Basis of Payment- Table 2, pricing column for Option Year Two, as follows:

Item No.	Table 2 Optional Deliverables Description	Qty	Option Year Two
1	MDA Enterprise Software Maintenance – Single Agency		\$412,468.77
2	MDA Enterprise Names User Pack' Maintenance – Single Agency		\$115,961.78
Sub-Total CAD :			\$528,430.54
HST:			\$68,695.97
TOTAL CAD:			\$597,126.51

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



Public Works and
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Travaux publics et
Services gouvernementaux
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Purchasing Office - Bureau des achats
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11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III, 6A2
Gatineau
Quebec
K1A 0S5

Call-Up against a Standing Offer
Commande subséquente à une offre
à commandes

To the Vendor/Firm:

Your standing offer referred to herein is hereby accepted as follows:
You are required to supply the goods and/or services shown below at the
prices or pricing basis and in accordance with the other terms
and conditions stated in the standing offer. Only goods and services
included in the standing offer shall be supplied against this call-up.

Au Fournisseur/l'entrepreneur:

Votre offre à commandes dont le numéro figure plus bas, est acceptée selon
les modalités suivantes: Vous devez fournir les biens ou services indiqués
ci-dessous aux prix ou selon les modalités de prix et en conformité des
autres conditions stipulés dans l'offre à commandes. Ne seront fournis en
vertu de la présente commande que les biens et services figurant dans l'offre
à commandes.


Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

844182964PG0001
GREENLINE SYSTEMS CANADA ULC
151 Slater St
Suite 807
Ottawa
Ontario
K1R7S8
Canada

Confirmation order - Do not duplicate
Confirmation de la commande déjà passée
Between - Entre
and - et
Date

Title - Sujet MDA ENTERPRISE SOFTWARE MAINTENANCE	
Call-Up No. - N° de la commande subséquente 47419-186162/001/PI	Date 2017-05-26
Client Reference No. - N° de référence du client 47419-186162	
Requisition Reference No. - N° de la demande 47419-186162	
File No. - N° de dossier pi028.47419-186162	
CCC No./N° CCC - FMS No./N° VME	
Standing Offer No. - N° d'offre à commandes E60PI-140002/001/PI	
Financial Codes Code(s) Financier(s) FC	GST/HST TPS/TVH <input type="checkbox"/>
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH See Herein - Voir ci-inclus	Duty - Droits See Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TECHNOLOGY/TECHNOLOGIE NC REGION OTTAWA ON K1A 0L5	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: VENDORS-FOURNISSEURS@CBSA-ASFC.GC.CA NATIONAL INVOICE RECEPTION UNIT/ UNITE NATIONALE DE RECEPTION DE FAC 105 RUE MCGILL, #260-01 MONTREAL QC H2Y 2E7	
Address Enquiries to: - Adresser toutes questions à: Michalski, Adam	Buyer Id - Id de l'acheteur pi028
Telephone No. - N° de téléphone (819) 420-0730 ()	FAX No. - N° de FAX () -
Total Estimated Cost - Coût total estimatif \$541,611.35	
Currency Type - Genre de devise CAD	
For the Minister - Pour le Ministre 	

Call-up No. - N° de l'off. à comm.
47419-186162/001/PI
Client Ref. No. - N° de réf. du client
47419-186162

Amd. No. - N° de la modif.
File No. - N° du dossier
pi028.47419-186162

Buyer ID - Id de l'acheteur
pi028
CCC No./N° CCC - FMS No./N° VME

1. REQUIREMENT

The Offeror agrees to provide information products, as detailed in the Basis of Payment, for Canada Border Services Agency, (the "Client"), subject to all terms and conditions contained or referenced herein.

2. TERMS AND CONDITIONS

All prices and Terms and Conditions of the Standing Offer No. E60PI-140002/001/PI shall apply and form part of this Call-up against the Standing Offer.

3. AUTHORITIES

(a) Contracting Authority

Name: Adam Michalski
Title: Supply Specialist

Public Works and Government Services Canada (PWGSC)
Acquisitions Branch
Commercial and Consumer Products Directorate - PI Division

Address: Place du Portage, Phase III, 6A2
11 Laurier Street,
Gatineau, Quebec
K1A 0S5

Telephone: 819-420-0730
Facsimile: 819-956-5454
E-mail: adam.michalski@tpsgc-pwgsc.gc.ca

Upon the making of a call-up, as Contracting Authority, he/she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

(b) Project Authority

Name: Eric Fox
Title: Senior Program Advisor

Address: Canada Border Services Agency
100 Metcalfe Street, 9th Floor
Ottawa, ON
K1A 0L8

Telephone: 613-948-8851
E-mail: Eric.Fox@cbsa-asfc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content

Call-up No. - N° de l'off. à comm.
47419-186162/001/PI
Client Ref. No. - N° de réf. du client
47419-186162

Amd. No. - N° de la modif.
File No. - N° du dossier
pi028.47419-186162

Buyer ID - Id de l'acheteur
pi028
CCC No./N° CCC - FMS No./N° VME

of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(c) Offeror's Representative

Name:
Title: General Manager
Address: GreenLine Systems Canada
151 Slater St., Suite 807
Ottawa, ON
K1P 5H2

Telephone:
E-mail:

4. TERM OF CONTRACT

(a) The "Contract Period" is the entire period of time during which the Contract is obliged to perform the Work, which includes:

- (i) The "Initial Contract Period" which begins on the date the Contract is awarded and ends on March 4, 2018 included; and
- (ii) The period which the Contract is extended, if Canada chooses to exercise any options (if any) set out in the Contract.

(b) Delivery Date

All the deliverables must be received on or before March 5, 2017.

(c) Option to Extend the contract

- (i) The Offeror grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year period(s) under the same terms and conditions. The Offeror agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Offeror at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only through a Contract amendment.

(d) Pre-Contractual Work

In order for the Offeror to meet its obligations under the Contract, the Parties acknowledge that the Offeror has started the Work required pursuant to the Contract before the effective date of the Contract (Pre-contractual Work) and has incurred costs

Call-up No. - N° de l'off. à comm.
 47419-186162/001/PI
 Client Ref. No. - N° de réf. du client
 47419-186162

Amd. No. - N° de la modif.
 File No. - N° du dossier
 pi028.47419-186162

Buyer ID - Id de l'acheteur
 pi028
 CCC No./N° CCC - FMS No./N° VME

in the performance of such work. Costs incurred by the Offeror in the performance of the Pre-contractual Work, that would have been treated as costs reasonably and properly incurred if they had been incurred after the effect date of the Contract, will be paid to the Offeror in accordance with the Basis of Payment of the Contract subject to acceptance of the Pre-contractual Work by Canada. The Offeror agrees that upon such payment by Canada to the Contract, Canada will be released and forever discharged from all manner of actions, claims, suits or demands in relation to the Pre-contractual Work.

- (e) The Offeror agrees that its obligations under this contract are effective from **March 5, 2017.**

5. PAYMENT

(a) Basis of Payment

In consideration of the Offeror satisfactorily completing all of its obligations under the Contract, the Offeror will be paid firm unit prices, as specified in Table 1 and 2 below. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Offeror for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Item No.	TABLE 1 Initial Deliverables Description	Qty	Unit Price	Extended Price
1	MDA Enterprise Software Maintenance - Single Agency March 5, 2017 to March 4, 2018			\$374,121.33
2	MDA Enterprise 'Named User Pack' Maintenance - Single Agency March 5, 2017 to March 4, 2018	Cost per users		\$105,180.75
Sub-Total CAD:				\$479,302.08
HST:				\$62,309.27
TOTAL CAD:				\$541,611.35

Call-up No. - N° de l'off. à comm.
47419-186162/001/PI
Client Ref. No. - N° de réf. du client
47419-186162

Amd. No. - N° de la modif.
File No. - N° du dossier
pi028.47419-186162

Buyer ID - Id de l'acheteur
pi028
CCC No./N° CCC - FMS No./N° VME

Item No.	TABLE 2 Optional Deliverables Description	Qty	Option Year One Unit Price	Option Year Two Unit Price
			March 5, 2018 to March 4, 2019	March 5, 2019 to March 4, 2020
1	MDA Enterprise Software Maintenance - Single Agency			
2	MDA Enterprise ') Named User Pack' Maintenance - Single Agency	Cost per users		
Sub-Total CAD:			\$503,267.18	\$528,430.54
HST:			\$65,424.73	\$68,695.97
TOTAL CAD:			\$568,691.92	\$597,126.51



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Purchasing Office - Bureau des achats:
Information Products/Produits d'information
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III, 6A2
Gatineau

Call-Up Amendment Modification à la commande subséquente

The referenced document is hereby amended: unless otherwise indicated, all other terms and conditions of the contract remain the same.

Ce document est par la présente modifié: sauf indication contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this amendment.

Le fournisseur/entrepreneur accepte la présente modification/en accusé de réception.

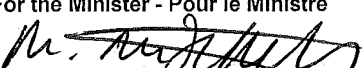
Signature _____ Date _____
Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (taper ou imprimer)

Return signed copy forthwith.

Prière de retourner une copie dûment signée immédiatement.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur
844182964PG0001
GREENLINE SYSTEMS CANADA ULC
151 Slater St
Suite 807
Ottawa
Ontario
K1R7S8
Canada

Title - Sujet MDA ENTERPRISE SOFTWARE MAINTENANCE	
Call-Up No. - N° de la commande subséquente 47419-186162/001/PI	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client 47419-186162	Date 2018-03-23
Requisition Reference No. - N° de la demande 47419-186162	
File No. - N° de dossier pi013.47419-186162	
CCC No./N° CCC - FMS No./N° VME	
Standing Offer No. - N° d'offre à commandes E60PI-140002/001/PI	
Financial Codes Code(s) Financier(s)	GST/HST TPS/TVH
F.O.B - F.A.B Destination	
GST/HST - TPS/TVH See Herein - Voir ci-inclus	Duty - Droits See Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TECHNOLOGY/TECHNOLOGIE NC REGION OTTAWA ON K1A 0L5	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: VENDORS-FOURNISSEURS@CBSA-ASFC.GC.CA NATIONAL INVOICE RECEPTION UNIT/ UNITE NATIONALE DE RECEPTION DE FAC 105 RUE MCGILL, #260-01 MONTREAL QC H2Y 2E7	
Address Enquiries to: - Adresser toutes questions à: Mitchell, Melanie	Buyer Id - Id de l'acheteur pi013
Telephone No. - N° de téléphone (613) 462-1672 ()	FAX No. - N° de FAX () -
Increase (Decrease) - Augmentation (Diminution) \$568,691.92	
Revised estimated cost Coût révisé estimatif \$1,110,303.27	Currency Type - Devise CAD
For the Minister - Pour le Ministre 	

Contract No. - N° du contrat
47419-186162
Client Ref. No. - N° de réf. du client
47419-186162

Amd. No. - N° de la modif.
001
File No. - N° du dossier
pi013. 47419-186162

Buyer ID - Id de l'acheteur
pi013
CCC No./N° CCC - FMS No./N° VME

Amendment 001 is raised to : exercise the option to extend the period of this Contract in accordance with Sub-Articles 4.a (ii) and 4.c (i) of this Contract, and to make administrative changes.

DELETE 3. Authorities (a) Contracting Authority in its entirety.

REPLACE WITH:

3. AUTHORITIES

(a) Contracting Authority

Name: Melanie Mitchell
Title: Supply Team Leader

Public Works and Government Services Canada (PWGSC)
Acquisitions Branch
Commercial and Consumer Products Directorate - PI Division

Address: Place du Portage, Phase III, 6A2-18
11 Laurier Street,
Gatineau, Quebec
K1A 0S5

Telephone: 613-462-1672
Facsimile: 819-956-5454
E-mail: melanie.mitchell@tpsgc-pwgsc.gc.ca

Upon the making of a call-up, as Contracting Authority, he/she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

DELETE 3. Authorities (b) Project Authority's contact information.

REPLACE WITH:

Name: Brian Beamish

Address: Canada Border Services Agency
100 Metcalfe Street, 9th floor
Ottawa, Ontario
K1A 0L8

Telephone: 613-948-8851
E-mail: Brian.Beamish@cbsa-asfc.gc.ca

Contract No. - N° du contrat
47419-186162
Client Ref. No. - N° de réf. du client
47419-186162

Amd. No. - N° de la modif.
001
File No. - N° du dossier
pi013. 47419-186162

Buyer ID - Id de l'acheteur
pi013
CCC No./N° CCC - FMS No./N° VME

DELETE Sub-Article 4.a (ii) – Term of Contract, in its entirety.

REPLACE WITH:

(i) The **Period of Contract for Option Year One** begins on March 5, 2018 and ends on March 4, 2019 included;

DELETE 4. b, Delivery date in its entirety.

REPLACE WITH:

All the deliverables must be received on or before March 4, 2018.

DELETE 4. c, (i) Option to Extend the contract in its entirety.

REPLACE WITH:

- (i) The Offeror grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one-year period under the same terms and conditions. The Offeror agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

ADD the following clause under 4. TERM OF CONTRACT:

(d) Pre-Contractual Work

In order for the Contractor to meet its obligations under the Contract, the Parties acknowledge that the Contractor has started the Work required pursuant to the Contract before the effective date of the Contract (Pre-contractual Work) and has incurred costs in the performance of such work. Costs incurred by the Contractor in the performance of the Pre-contractual Work, that would have been treated as costs reasonably and properly incurred if they had been incurred after the effective date of the Contract, will be paid to the Contractor in accordance with the Basis of Payment of the Contract subject to acceptance of the Pre-contractual Work by Canada. The Contractor agrees that upon such payment by Canada to the Contractor, Canada will be released and forever discharged from all manner of actions, claims, suits or demands in relation to the Pre-contractual Work.

The contractor agrees that his obligations under this contract are effective from March 5, 2018.

Contract No. - N° du contrat
 47419-186162
 Client Ref. No. - N° de réf. du client
 47419-186162

Amd. No. - N° de la modif.
 001
 File No. - N° du dossier
 pi013, 47419-186162

Buyer ID - Id de l'acheteur
 pi013
 CCC No./N° CCC - FMS No./N° VME

INVOKE 5. PAYMENT, Basis of Payment- Table 2, pricing column for Option Year One, as follows:

Item No.	Table 2 Optional Deliverables Description	Qty	Option Year One
1	MDA Enterprise Software Maintenance – Single Agency		\$392,827.40
2	MDA Enterprise Names User Pack' Maintenance – Single Agency		\$110,439.79
Sub-Total CAD :			\$503,267.18
HST:			\$65,424.73
TOTAL CAD:			\$568,691.92

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Date (MM/DD/YYYY): 4/4/2017

Expiration: GreenLine Systems will honor this quote until 2PM April 14, 2017. Upon expiration, a new quote must be requested and provided.

Standing Offer No - E6OPI-140002/001/PI

Prepared For

Canada Border Services Agency

Contact: Christopher Hines

Phone: 343-291-6404

Email: Christopher.Hines@cbsa-asfc.gc.ca

This quote is for the renewal of the existing MDA Watcher Enterprise 5.0 license.

March 5, 2017-March 4, 2018

Line Item No.	Product Name	Type of License	Unit of Measure	#	2017 Price
13	MDA Enterprise Software Maintenance - Single Agency	Maintenance			\$374,121.33
15	MDA Enterprise 'Named User Pack' Maintenance - Single Agency	Maintenance			\$105,180.75
				Sub Total	\$479,302.08
				HST	\$62,309.27
				Total	\$541,611.35

March 5, 2018-March 4, 2019

Line Item No.	Product Name	Type of License	Unit of Measure	#	2017 Price
13	MDA Enterprise Software Maintenance - Single Agency				\$392,827.40
15	MDA Enterprise ' Named User Pack' Maintenance - Single Agency				\$110,439.79
				Sub Total	\$503,267.18
				HST	\$65,424.73
				Total	\$568,691.92

March 5, 2019-March 4, 2020

Line Item No.	Product Name	Type of License	Unit of Measure	#	2017 Price
13	MDA Enterprise Software Maintenance - Single Agency				\$412,468.77
15	MDA Enterprise ' Named User Pack' Maintenance - Single Agency				\$115,961.78
				Sub Total	\$528,430.54
				HST	\$68,695.97
				Total	\$597,126.51